

STATE OF WISCONSIN,

Plaintiff,

Case No.: 04-CV-1709

v.

ABBOTT LABORATORIES, et. al.,

Defendants.

**RESPONSES AND OBJECTIONS OF AVENTIS BEHRING LLC, N/K/A ZLB
BEHRING LLC, TO PLAINTIFF STATE OF WISCONSIN'S SEVENTH SET OF
REQUESTS FOR PRODUCTION OF DOCUMENTS TO ALL DEFENDANTS**

Pursuant to Wis. Stat. §§ 804.01 and 804.09, defendant Aventis Behring LLC, n/k/a ZLB Behring LLC ("Behring"), by its attorneys, objects and responds to Plaintiff's Seventh Set of Requests for Production of Documents to All Defendants ("Requests") as follows:

PRELIMINARY STATEMENT

1. These responses and objections are made solely for the purposes of this action. By responding to these Requests, Behring does not waive or intend to waive: (a) any objections as to the competency, relevancy, materiality, privilege, status, or admissibility as evidence, for any purpose, of any documents or information; (b) the right to object on any ground to the use of documents or information at any deposition, hearing, trial or other proceeding, or in any pleading or submission; or (c) the right to object on any ground at any time to a demand for further responses to these Requests.

2. By responding that it will produce documents responsive to this particular Request, Behring does not assert that it has responsive documents or that such documents exist, only that it will conduct a reasonable search and produce relevant, responsive, non-

privileged documents on a rolling basis, and subject to a binding order of confidentiality.

No objection made herein, or lack thereof, is an admission by Behring as to the existence or non-existence of any documents.

3. Behring's responses are made based upon reasonable and diligent investigation conducted to date. Discovery and investigation in this matter are ongoing and Behring reserves the right to amend its responses and to raise any additional objections it may have in the future. These responses are made based upon the typical or usual interpretation of words contained in the Requests, unless a specific definition or instruction has been provided and/or agreed upon.

4. Behring's responses to the Requests contain information subject to the Protective Order entered on November 29, 2005 in this matter and must be treated accordingly.

GENERAL OBJECTIONS

Behring objects generally to the Requests as follows:

1. Behring objects to Plaintiff's "Definitions" and "Instructions" to the extent Plaintiff intends to expand upon or alter Behring's obligations under the Wisconsin Rules of Civil Procedure. Behring will comply with the applicable Wisconsin Rules of Civil Procedure in providing its responses and objections to the Requests.

2. Behring objects to these Requests to the extent that they are overly broad, unduly burdensome, ambiguous, vague, or call for the identification or production of documents or information not relevant to the issues in this action and not reasonably calculated to lead to the discovery of admissible evidence.

3. Behring objects to the definition of "Documents" on the grounds that it is vague and ambiguous and to the extent that it seeks to impose obligations beyond those imposed by the

applicable Wisconsin Rules of Civil Procedure. Behring further objects to this definition to the extent that it purports to require Behring to identify or produce documents or data in a particular form or format, to convert documents or data into a particular file format, to produce documents or data on any particular media, to search for and/or produce or identify documents or data on back-up tapes, to produce any proprietary software, data, programs or databases, to violate any licensing agreement or copyright laws, or to produce data, fields, records, or reports about produced documents or data. The production of any documents or data or the provision of other information by Behring as an accommodation to Plaintiff shall not be deemed to constitute a waiver of this objection.

4. Behring objects to these Requests the extent that they seek information that is protected from disclosure by the work product doctrine, the attorney-client, accountant-client, consulting expert, or investigative privileges, by any common interest or joint defense agreement, or by any other applicable privilege or protection. To the extent that any such protected documents or information are inadvertently produced in response to these Requests, the production of such documents or information shall not constitute a waiver of Behring's right to assert the applicability of any privilege or immunity to the documents or information, and Behring demands that any such document or information be returned to Behring's counsel immediately upon discovery thereof. Behring agrees to prepare and provide Plaintiff with a listing or log of documents withheld on the grounds of privilege at the conclusion of its final production.

5. Behring objects to these Requests to the extent that they call for production of documents or information not within Behring's possession, custody, or control. In responding to

these Requests, Behring has undertaken or will undertake a reasonable search for documents within Behring's current possession, custody, or control.

6. Behring objects to these Requests to the extent they call for information that is confidential, proprietary, and/or a trade secret of a third-party or is protected from disclosure by an agreement with a third-party.

7. Behring objects to any implications and to any explicit or implicit characterization of facts, events, circumstances, or issues in these Requests. Behring's response that it will produce documents in connection with a particular Request is not intended to indicate that Behring agrees with any implication or any explicit or implicit characterization of facts, events, circumstances, or issues in the Requests or that such implications or characterizations are relevant to this action.

8. Behring objects to Plaintiff's Requests to the extent they seek disclosure of information that is a matter of public record, is equally available to the Plaintiff, or is already in the possession of the Plaintiff.

9. Behring objects to the definition of the time period covered by the Requests to the extent it encompasses any time period outside the period relevant to this litigation.

10. Behring expressly incorporates the above General Objections into the specific response to these Requests as if set forth in full therein. The response to these Requests shall not operate as a waiver of any applicable specific or general objection to the Requests.

RESPONSES TO SPECIFIC REQUESTS

DOCUMENT REQUEST NO. 22: All documents relating to your purchase, license, or receipt, of pricing information, including but not limited to average wholesale prices ("AWPs") or wholesale acquisition costs ("WACs") from First DataBank, Red Book, or

Medispan for your drugs or the drugs of your competitors, including but not limited to contracts or license agreements. This request includes, but is not limited to, your purchase, license, or receipt of First DataBank's National Drug Data File ("NDDF"). In addition, this request includes, but is not limited to contracts or license agreements between you and any other party that provides pricing information from First DataBank, Red Book, or Medispan (for example, agreements between you and DMD America in connection with its "Analysource" product).

RESPONSE TO REQUEST NO. 22: In addition to the General Objections set forth above, Behring objects to this Request on the grounds that it is overly broad, unduly burdensome, and seeks documents that are neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence and that are outside the scope of permissible discovery. Particularly, Behring objects to this Request to the extent that it seeks documents not relevant to the State's claims, which are limited to Wisconsin, and to the extent it seeks documents beyond the time period relevant to this lawsuit, or documents containing information about drugs not manufactured by Behring or not named in the Complaint. Behring also objects to the terms or phrases "purchase, license, or receipt," "competitors," "any other party that provides" and "pricing information" on the grounds that they are vague, ambiguous, and undefined. Finally, Behring objects to this Request to the extent it seeks documents subject to contractual confidentiality provisions that prohibit disclosure without notification to the other party. Behring also incorporates herein its objections to the Plaintiff's definition of the term "documents."

Subject to and without waiving these objections, Behring states that it will conduct reasonably diligent searches and will produce relevant, responsive, non-privileged agreements, to the extent such documents exist and are located.

Dated: March 5, 2008

By: /s/ Clifford Joe Cavitt
Stephen P. Hurley, Esq.
State Bar 1015654
Clifford Joe Cavitt, Esq.
State Bar 1038348
HURLEY, BURISH & STANTON, S.C.
33 E. Main Street, Suite 400
Madison, WI 53703
(608) 257-0945 (Office)
(608) 257-5764 (Fax)

Jonathan T. Rees, Esq.
(admitted pro hac vice)
HOGAN & HARTSON LLP
555 13th Street, NW
Washington, D.C. 20004
(202) 637-5600 (office)
(202) 637-5910 (fax)

ATTORNEYS FOR DEFENDANT
AVENTIS BEHRING LLC, N/K/A
ZLB BEHRING LLC

CERTIFICATE OF SERVICE

I certify that on March 5, 2008 a true and correct copy of the foregoing was served on
all counsel of record by Lexis Nexis File & Serve®.

/s/ Clifford Joe Cavitt